

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

MILAN FREEMAN,

) Case No.: 1:05CV01475

Plaintiff,

JUDGE GAUGHAN

V.

THE UNITED STATES OF AMERICA,
U.S. DEPARTMENT OF JUSTICE,

Defendant.

) **STIPULATION FOR COMPROMISE**
)**SETTLEMENT AND RELEASE**
)**PURSUANT TO FEDERAL TORT**
)**CLAIMS ACT 28 U.S.C. §2677**

It is hereby stipulated by and between the Plaintiff, Milan Freeman, (hereinafter "Plaintiff") and the named Defendant, the United States of America, U.S. Department of Justice and through their respective attorneys as follows:

1. The parties do hereby agree to settle and compromise each and every claim of any kind, whether known or unknown, arising directly or indirectly from the acts or omissions that gave rise to the above-captioned action under the terms and conditions set forth herein.

2. The United States of America agrees to pay to the Plaintiff, Milan Freeman, the sum of Sixty Thousand Dollars (\$60,000.00), which sum shall be in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, arising from, and by reason of, any and all known and unknown, foreseen and

unforeseen, bodily and personal injuries, damage to property and the consequences thereof, resulting, and to result from, the subject matter of this settlement, including any claims for wrongful death for which Plaintiff or his heirs, executors, administrators, or assigns, now have or may hereafter acquire against the United States of America, its agents, servants, and employees.

3. Plaintiff Milan Freeman and his heirs, executors, administrators, or assigns hereby agree to accept the sum set forth above in this Stipulation for Compromise and Release in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, including claims for wrongful death arising from, and by reason of, any and all known and unknown, foreseen and unforeseen, bodily and personal injuries, damage to property and the consequences thereof which they may have or hereafter acquire against the United States of America, its agents, servants, and employees on account of the same subject matter that gave rise to the above-captioned action, including any future claim or lawsuit of any kind or type whatsoever, whether known or unknown and whether for compensatory or exemplary damages. Plaintiff and his heirs, executors, administrators, or assigns further agree to indemnify and hold harmless the United States of America, its agents, servants, and employees from and against any and all such causes of action, claims, liens, rights, or subrogated or contribution interests incident this litigation, including but not limited to, those of any third party, or resulting from further litigation or the prosecution of claims by Plaintiff or his heirs, executors, administrators, or assigns against any third party or against the United States of America, including claims for wrongful death. The only exception to the second sentence of this paragraph is the QualChoice administrative claim in the amount of Sixteen Thousand Five-

Hundred and Fifty Three Dollars and Ninety-Nine Cents (\$16,553.99) filed with the Federal Bureau of Investigation.

4. This Stipulation for Compromise Settlement and Release is not, is in no way intended to be, and should not be construed as, an admission of liability or fault on the part of the United States of America, its agents, servants, or employees, and is entered into by both parties for the purpose of compromising disputed claims under the Federal Tort Claims Act and avoiding the expenses and risks of further litigation.

5. It is also agreed, by and among the parties, that the settlement amount of Sixty Thousand (\$60,000.00) represents the entire amount of the compromise settlement and that the respective parties will each bear their own costs, fees, and expenses and that any attorneys' fees owed by the Plaintiff will be paid out of the settlement amount and not in addition thereto.

6. It is also understood by and among the parties that pursuant to Title 28, United States Code § 2678, attorneys' fees for services rendered in connection with this action shall not exceed Twenty-Five Percent (25%) of the amount of the compromise settlement.

7. The United States of America will not withhold taxes of any kind and the determination of Milan Freeman's tax liability, if any, is a matter solely between Milan Freeman and the Internal Revenue Service, and/or other state and local taxing authorities.

8. The persons signing this Stipulation for Compromise Settlement and Release warrant and represent that they possess full authority to bind the persons on whose behalf they are signing to the terms of the compromise settlement.

9. Payment of the settlement amount will be made by government wire transfer as per the following:

A. Name of Bank:	National City Bank
B. Street Address of Bank:	34 North Main Street
C. City, State and Zip Code of Bank:	Chagrin Falls, OH 44022
D. Routing Number:	041000124
E. Name of Account:	Thomas Repicky Co., LPA, IOLTA Account
F. Account Number:	2152796

Plaintiff's attorney agrees to distribute the settlement amount proceeds and to obtain a dismissal of the above-captioned action with prejudice, with each party bearing its own fees, costs, and expenses.

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10. The parties agree that this Stipulation for Compromise Settlement and Release, including all the terms and conditions of this compromise settlement and any additional agreements relating thereto, may be made public in their entirety, and the Plaintiff expressly consents to such release and disclosure pursuant to 5 U.S.C. § 552(a)(2)(A).

Executed this 22 day of November, 2005.

Milan Freeman

Milan Freeman

xxx-xx-5844

DOB: 1951

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Nov. 28, 2005

Attorney for Defendant
United States of America